UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

X	
:	Chapter 11 Case No.
:	Case No. 08-13555 (JMP)
:	(Jointly Administered)
:	
:	
X	
	X : : : : : : : : : X

NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO:

Nenigoen, S.L.

Marques del Puerto 9,

Bilbao 48008

Spain

2. Please take notice that the transfer in the amount of \$2,848,600.00 of your claim against LEHMAN BROTHERS HOLDINGS INC., et al., Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 50472 (attached as <u>Exhibit A</u> hereto), has been transferred to:

Method Investment and Advisory Attn: Marco Borsa 16 Berkley Street London W1J 8D2 United Kingdom

An evidence of transfer of claim is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in <u>Exhibit C</u> hereto.

3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:**

— FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court

	Tituli. Clork of Court
	Alexander Hamilton Custom House
	One Bowling Green
	New York, NY 10004-1408
	 SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE
	 Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE COR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
	K'S OFFICE USE ONLY:
This notice w	vas mailed to the first named party, by first class mail, postage prepaid on, 2011.
INTERNAL	CONTROL NO
Copy: (check	c) Claims Agent Transferee Debtors' Attorney
	Deputy Clerk

EXHIBIT A

Proof of Claim

08-13555-mg Doc 15618 Filed 04/05/11 Entered 04/05/11 15:15:04 Main Document Pg 4 of 12 United States Bankruptcy Court/Southern District of New York **LEHMAN SECURITIES PROGRAMS** Lehman Brothers Holdings Claims Processing Center PROOF OF CLAIM c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 Filed: USBC - Southern District of New York In Re-Chapter 11 Lehman Brothers Holdings Inc., Et Al. Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP) 0000050472 Debtors. (Jointly Administered) 08-13555 (JMP) Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 INI USE ONLY Name and address of Creditor: (and name and address where notices should be sent if different from Check this box to indicate that this Creditor) claim amends a previously filed claim. NENIGOEN,S.L. Court Claim Number: C/ Manuel Iradier n°10 bajo (If known) 01005 VITORIA (ALAVA) Filed on: **SPAIN** Telephone number: 34944356100 Email Address: gonzalo múgica@ifesa biz Name and address where payment should be sent (if different from above) ☐ Check this box if you are aware that anyone else has filed a proof of claim SANTANDER CENTRAL HISPANO relating to your claim. Attach copy of Plaza Jado,1 statement giving particulars. 48008 BILBAO Telephone number: Account number: ES94 0040 4800 7222 1616 3836 ilasterra@gruposantander.com 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$_____ 2.848.600.00 (Required) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): XS0306226696 (Required) 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: 6022972 (Required) 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: EOC 22829 (Required) FOR COURT USE ONLY 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to FILED / RECEIVED disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. Date. OCT 2 8 2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone October 20, 2009 number if different from the notice address above. Attach copy of power of attorney, if EPIQ BANKRUPTCY SOLUTIONS, LLC D.Sabino Arrieta Sole Administrator Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

I am a lawyer admitted to the bar of Bilbao, Spain. I have reviewed the corporate register of Nenigoen S.L., a limited company organized and existing under the laws of Spain and certify that Sabino Arrieta is the sole administrator of Nenigoen S.L., and, as such, is authorized to file a proof of claim in the Bankruptcy Court for the Southern District of New York in connection with Lehman Program Securities.

Bilbao, October 20th, 2009.

Gonzalo Múgica Ariño Bar number 3181

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DATE

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EXHIBIT B

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY ("AGREEMENT")

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Nenigoen, S. L. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Method Investment and Advisory (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage claim amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 50472 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, but only to the extent related to the Purchased Claim and (vi) any and all voting and other rights and benefits arising from or under the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 (as "Lehman Programs Securities to which <u>Transfer Relates</u>") attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances of any kind or nature whatsoever and will transfer to Purchaser such good and marketable title; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will reduce or impair or otherwise adversely affect the Transferred Claims or result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) there have been no objections filed or threatened against Seller in respect of the Transferred Claims; (h) neither the Transferred Claims or any portion thereof is subject to any claim or right of setoff, reduction, recoupment, impairment, avoidance, disallowance, or subordination and Seller has not received any notice that the Transferred Claims are void or voidable or subject to any disallowance, reduction, impairment or objection of any kind; (i) this Agreement constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby will violate any law, rule, regulation, order, agreement or instrument affecting the Seller or the Transferred Claims; (j) there has not been any notice of acceleration with respect to the Purchased Security issues by Lehman Brothers Treasury Co. B.V. (the "Issuer"); and (k) no filing before the Dutch bankruptcy court in respect of the Purchased Security is required to be filed in order for this transfer to be effective.
- 3. Purchaser represents and warrants that (a) this Agreement constitutes the valid, legal and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms and (b) neither the execution,



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delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby will violate any law, rule, regulation, order agreement or instrument affecting Purchaser.

- 4. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 5. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 6. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 8. Each of Seller and Purchaser agrees that the delivery obligations of the Seller under this Agreement and Evidence of Transfer are subject to receipt by the Seller of the relevant purchase price, provided however that delivery of the Purchased Security and payment of the relevant purchased price shall occur on the same date.
- 9. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.



IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 30° day of March 2011.

NENIGOEN, S.L

By: Occasion CO Name LEGAL REPRESENTATION

Title:

Manuel Iradier N 10 Bajo 01005 Vitoria (ALVA)

Spain

Method Investment And Advisory

Name: Marco Borsa Title: Director

16 Berkley Street London W1J 8DZ United Kingdom Schedule 1

Transferred Claims

Purchased Claim

100% of U.S. \$2,848,600.00; U.S \$ 2,848,600.00 being the outstanding amount of the Proof of Claim as of 24th of March, 2011

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Coupon Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROTHERS	XS03062266 96	Lehman Brothers	Lehman Brothers	Euro 2,000,000.00	AREVO Strategy	30/06/2010	U.S \$2,848,600.00 (@ Euro
TREASURY CO. B.V.		Treasury BV	Holding Inc		Linked		2,000,000.00
Series 7536 -							
Issue of EUR							
2,800,000 Notes							
Linked to the							
Lehman Brothers							
AREVO							
Strategy, due							
June 2010							



Schedule 1-1



EXHIBIT C

Transferee Address for Notices and Distributions

Method Investment and Advisory Attn: Marco Borsa 16 Berkley Street London W1J 8D2 United Kingdom